



INDIA NON JUDICIAL



IN-UP66818367409583V

Government of Uttar Pradesh

e-Stamp

Certificate No. : IN-UP66818367409583V
Certificate Issued Date : 07-Nov-2023 02:41 PM
Account Reference : NEWIMPACC (SV)/ up14120204/ MEERUT/ UP-MRT
Unique Doc. Reference : SUBIN-UPUP1412020429297170743690V
Purchased by : MS NEO HERCULES INDIA
Description of Document : Article 46 Partnership
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : MS NEO HERCULES INDIA
Second Party : Not Applicable
Stamp Duty Paid By : MS NEO HERCULES INDIA
Stamp Duty Amount(Rs.) : 750
(Seven Hundred And Fifty only)



Please write or type below this line

AMENDED PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP IS MADE AT MEERUT ON THIS THE 7TH DAY OF NOV 2023 BY AND BETWEEN THE FOLLOWING DESCRIBED PERSONS

SMT ISARAVATI DEVI (AADHAR NO.2484 0932 7253) W/O RAM NARESH GUPTA RESIDENT OF GAURI JAGDISH KUSHINAGAR UP-274406 HEREIN AFTER CALLED AS FIRST PARTY;

SMT KAVITA RANI (AADHAR NO.5260 7727 4319) W/O SACHIN CHOUDHARY RESIDENT OF 765/2, SECTOR 2 SHASTRI NAGAR MEERUT-UP-250002 HEREIN AFTER CALLED AS OF SECOND PARTY;

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Kavita

Shriketkar

PU 0007240523

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.sharesamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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SHRI ANIKET KUMAR (AADHAR NO.8375 7472 6145) S/O WAKIL MANDAL, RESIDENT OF 001, SHEKHPUR, KHICHARA, GHAZIABAD-201302 HEREIN AFTER CALLED AS THIRD PARTY;

SHRI NAGENDRA SINGH S/O SHRI HARVINDRA SINGH Resident of Village Nagrangpur, Joya, Amroha, U.P.-244222 hereinafter called has been resigned with effect from 24-06-2023 and in consequence of which he is deprived all his rights and claim as to the profit and capital of said partnership

ALL ABOVE ARE INDIAN INHABITANTS AND HEREINAFTER FOR THE SAKE OF BREVITY RESPECTIVELY REFERRED TO AS THE FIRST PARTY, SECOND PARTY, THIRD PARTY, WHICH EXPRESSION SHALL, UNLESS REPUGNANT TO THE CONTEXT OR INCONSISTENT WITH THE MEANING THEREOF, MEAN AND INCLUDE THEIR RESPECTIVE HEIRS, EXECUTORS AND ASSIGNS).

WHEREAS THE PARTIES DECIDED TO CARRY ON THE BUSINESS OF MANUFACTURING, TRADING/AGENCY OF BRIDGE & BUILDING OR OTHER CONSTRUCTION EQUIPMENTS, MACHINERIES AND OTHER PRODUCTS AS MUTUALLY AGREED BY PARTNERS, IN THE CAPACITY OF PARTNERSHIP IN THE FIRM NAME AND STYLE OF M/S NEO HERCULES INDIA AT KHASARA NO 625 VILLAGE NALPUR PARGANA SARAVA -TAHSIL & DISTRICT-MEERUT ON THE TERMS AND CONDITION MUTUALLY AGREED UPON BY AND AMONGST THEM.

AND WHEREAS THE PARTIES HERE TO HAVE DEEMED IT EXPEDIENT TO REDUCE TO WRITING THE TERM AND CONDITION GOVERNING THEIR RELATION INTER SE

NOW THEREFORE THIS DEED WITNESSED AND RECORDS AS FOLLOWS:-

1. FIRM NAME

THAT THE PARTNERSHIP BUSINESS SHALL BE CARRIED ON IN THE FIRM NAME AND STYLE OF M/S NEO HERCULES INDIA AND / OR IN SUCH OTHER NAME OR NAMES AS THE HERE TO MAY FROM TIME TO TIME MUTUALLY AGREED UPON.

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2. PARTNERSHIP BUSINESS

THAT THE PARTNERSHIP BUSINESS SHALL BE THE BUSINESS OF MANUFACTURING, TRADING/AGENCY OF BUILDING OR OTHER CONSTRUCTION EQUIPMENTS, MACHINERIES AND OTHER PRODUCTS AND / OR SUCH BUSINESS OR BUSINESSES AS THE PARTIES HERE TO MAY FROM TIME TO TIME MUTUALLY UPON.

3. PLACE OF BUSINESS

THAT THE PRINCIPAL PLACE OF PARTNERSHIP BUSINESS SHALL BE AT KHASARA NO 625 VILLAGE NALPUR PARGANA SARAVA - TAHSIL & DISTRICT-MEERUT OR SUCH OTHER PLACE THE PARTIES HERETO MAY AGREE UPON FROM TIME TO TIME.

4. COMMENCEMENT

THAT THE PARTNERSHIP AS EVIDENCED BY THIS DEED OF PARTNERSHIP SHALL BE DEEMED TO HAVE COMMENCED BUSINESS W.E.F. 1ST APRIL 2023

5. DURATION

THAT THE PARTNERSHIP EVIDENCED BY THIS DEED SHALL BE "AT WILL"

6. PARTNER'S CAPITAL

THAT THE PARTNERS SHALL CONTRIBUTE SUCH SOME AS CAPITAL FROM TIME TO TIME AS THEY SHALL MUTUALLY DECIDED AND REQUIRED IN BUSINESS.

7. INTEREST ON PARTNERS CAPITAL

THAT INTEREST MAY BE PAID TO THE PARTNERS ON THEIR CAPITAL STANDING ON THE FIRST DAY OF PREVIOUS YEAR, NOT EXCEEDING 12% PER ANNUM, SUBJECT TO PROVISION CONTAINED u/s 40(b) (iv) OF THE INCOME TAX ACT, 1961. INTEREST SHALL NOT BE ALLOWED IN THE EVENT OF LOSSES. HOWEVER, THE PARTNERS MAY BY THE MUTUAL CONSENT ADD, AMEND, ALTER, MODIFY, REDUCE, VARY OR CANCEL THIS CLAUSE IN ANY MANNER AS MAY BE MUTUALLY DECIDED BETWEEN THEM FROM TIME TO TIME. THAT THE INTEREST SHALL BE CHARGED FROM THE PARTNERS BEING ON THEIR DEBIT BALANCE, WHICH IS AMENABLE FOR BEING AMENDED OR MODIFIED WITH THE MUTUAL CONSENT OF THE PARTNERS.

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8. REMUNERATION TO PARTNERS'

THAT THE WORKING PARTNER SHALL BE PAID REMUNERATION AT THE PROFIT

SHARING RATIO OF THE PARTNERSHIP DEED MENTIONED IN PARA (11) OUT OF THE AGGREGATE AMOUNT COMPUTED IN ACCORDANCE WITH THE PROVISION OF CLAUSE (v) OF SECTION 40(b) READ WITH EXPLANATION (3) OF THE INCOME TAX ACT, AND SILENT PARTNERS ARE AWARDED WITH HONORARIUM WITH THE AMOUNT AS DECIDED BY ALL PARTNERS.

9. MANAGING PARTNER

THAT THE SECOND PARTY IS WORKING AS MANAGING PARTNER.

10. ROLE OF PARTNERS

THAT THE FIRST AND THIRD PARTNERS WILL TREATED AS WORKING PARTNERS

11. PROFIT SHARING RATIO

THAT PROFITS OR LOSSES SHALL BE SHARED OR BORNE BETWEEN THE PARTNERS IN THE FOLLOWING PROPORTIONS:-

FIRST PARTY - 34%

SECOND PARTY - 36%

THIRD PARTY - 30%

12. ACCOUNTING YEAR

THAT THE FIRST ANNUAL ACCOUNTS OF THE PARTNERSHIP FIRM AFTER EXECUTION OF THIS DEED OF PARTNERSHIP SHALL BE PREPARED ON THE 31ST DAY OF MARCH OF EVERY YEAR DURING THE CONTINUANCE OF THE PARTNERSHIP.

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Pankaj Kumar

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10. BOOKS OF ACCOUNTS

THAT PROPER BOOKS OF ACCOUNT OF THE FIRM SHALL BE KEPT AND MAINTAINED AT THE PRINCIPAL PLACE OF FIRM'S BUSINESS WHICH SHALL BE CLOSED ON 31st MARCH EACH YEAR. EACH PARTNER SHALL HAVE THE ACCESS TO THEM AND SHALL BE LIBERTY TO MAKE SUCH EXTRACT THERE FROM AS THEY SHALL THINK FIT ON THE MUTUALL CONSENT OF ALL OF THEM.

11. BANK ACCOUNTS

THAT THE BANK ACCOUNT SHALL BE OPENED IN THE NAME OF FIRM IN ANY SCHEDULE BANK OR BANKS WHICH SHALL BE OPERATED BY ANY OF THE PARTIES JOINTLY OR SEVERALLY OR OTHERWISE AS THE PARTNERS MAY DECIDE FROM TIME TO TIME.

12. BOROWWING POWER

THAT THE PARTNERS ARE AT LIBERTY TO TAKE LOAN FROM BANK OR FROM ANY PERSON OR FINANCIAL INSTITUTION ONLY IN THE NAME OF THE FIRM, JOINTLY IF THE SAME IS DESIRED AND FOR WHICH THEY CAN PUT AT MORTGAGE THE PROPERTY OF THE FIRM WICH SHALL BE BINDING ON ALL THE PARTNERS AND THE FIRM.

13. ADMISSION OF THE PARTNER

THAT THE PARTNERSHIP SHALL BE DEEMED TO CONTINUING ON THE ADMISSION OF A NEW PARTNER OR PARTNER PROVIDED THE ADMISSION IS ON THE TERM LAID AND APPROVED BY THE MAJORITY OF THE PARTNERS.

14. RETIREMENT OF PARTNER

THAT ANY PARTNER MAY RETIRE AT ANY TIME BY GIVING NOTICE FOR NOT LESS THAN 2 (TWO) MONTHS OF HIS INTENTION TO RETIRE FROM THE FIRM AND AFTER THE EXPIRY OF THE SAID NOTICE A PERIOD OF ABOVE MENTION PERIOD ,HE SHALL NOT BR ENTITLED TO AND LIABLE FOR PROFIT AND LOSSESS OF THE FIRM AFTER THE DATE OF RESIGNATION.



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Signature

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15. DISSOLUTION

THAT THE PARTNERSHIP MAY BE DISSOLVED AT ANY TIME IN FUTURE BY THE MUTUAL CONSENT OF ALL THE PARTNER.

16. EFFECT OF DEATH

THAT IN CASE OF DEATH, INSOLVENCY OR RETIREMENT OF ANY PARTNER(S) SHALL NOT DISSOLVED MANDATORILY, IT SHALL CONTINUE WITH OR WITHOUT THE SUCCESSOR OR SUCCESSORS OF THE DECEASED. THE FIRM SHALL BE GOING CONCERN.

17. GOODWILL

THAT THE GOODWILL OF THE IS THE PROPERTY OF THE FIRM AND SHALL BELONGS OF THE FIRM ONLY.

18. ARBITRATION

IN CASE OF DIFFERENCE OR DISPUTE BETWEEN THE PARTNERS, THE MATTER SHALL BE REFERRED TO THE ARBITRATORS, ONE TO BE APPOINTED BY THE PARTY, WHOSE DECISION SHALL BE FINAL AND BINDING UPON ALL THE CONCERNED PARTIES.

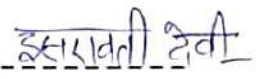
IN WITNESS WHEREOF THE PARTNERS REFERRED ABOVE HAVE SIGNED THIS DEED OF PARTNERSHIP IN THE PRESENCE OF:

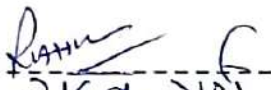
WITNESSES (NAME AND ADDRESSES)

PARTNERS

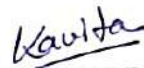
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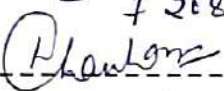
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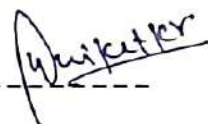
1st PARTY- 

2. 

रि. ग. शर्मा
7208 Super tuck MG-600

2nd PARTY- 

3. 

3rd PARTY- 

Naraj Singh Chauhan
A52 New Friends Colony
Roorkee Road Meerut

ATTESTED
By 
NOTARY

7/11/2015

